Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

DocuSign

Certificate Of Completion

Envelope Id: BDE48268313243988A58DB1C9998579E
Subject: Complete with DocuSign: Flock New.pdf
Source Envelope:
Document Pages: 22
Certificate Pages: 5
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Signatures: 1
Initials: 0

Status: Completed

Envelope Originator:
Taylor Ellison
1170 Howell Mill Rd NW
Unit 210
Atlanta, GA 30318
taylor.ellison@flocksafety.com
IP Address: 23.115.83.75

Record Tracking

Status: Original
3/30/2023 2:59:54 PM

Holder: Taylor Ellison
taylor.ellison@flocksafety.com

Location: DocuSign

Signer Events	Signature	Timestamp
Mark Smith mark.smith@flocksafety.com General Counsel Flock Group Inc Security Level: Email, Account Authentication (None)	DocuSigned by: Mark Smith AC5C931454C24F3 Signature Adoption: Pre-selected Style Using IP Address: 71.145.212.192	Sent: 3/30/2023 3:00:44 PM Viewed: 3/30/2023 3:14:04 PM Signed: 3/30/2023 3:14:08 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Jimmy Hardin jhardin@columbussheriff.com Chief Deputy Security Level: Email, Account Authentication (None)	COPIED	Sent: 3/30/2023 3:14:09 PM Viewed: 3/30/2023 4:21:53 PM

Electronic Record and Signature Disclosure:
Accepted: 8/10/2022 11:19:22 AM
ID: 158c340e-d7dd-411c-a762-217c75366a6f

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/30/2023 3:00:44 PM
Certified Delivered	Security Checked	3/30/2023 3:14:04 PM
Signing Complete	Security Checked	3/30/2023 3:14:08 PM
Completed	Security Checked	3/30/2023 3:14:09 PM

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1.17 "***Footage***" means still images, video, audio and other data captured by the Flock Hardware or Agency Hardware in the course of and provided via the Services.

1.18 "***Hotlist(s)***" means a digital file containing alphanumeric license plate related information pertaining to vehicles of interest, which may include stolen vehicles, stolen vehicle license plates, vehicles owned or associated with wanted or missing person(s), vehicles suspected of being involved with criminal or terrorist activities, and other legitimate law enforcement purposes. Hotlist also includes, but is not limited to, national data (i.e. NCIC) for similar categories, license plates associated with AMBER Alerts or Missing Persons/Vulnerable Adult Alerts, and includes manually entered license plate information associated with crimes that have occurred in any local jurisdiction.

1.19 "***Implementation Fee(s)***" means the monetary fees associated with the Installation Services, as defined below.

1.20 "***Installation Services***" means the services provided by Flock for installation of Agency Hardware and/or Flock Hardware, including any applicable installation of Embedded Software on Agency Hardware.

1.21 "***Non-Agency End User(s)***" means any individual, entity, or derivative therefrom, authorized to use the Services through the Web Interface, under the rights granted to pursuant to the terms (or to those materially similar) of this Agreement.

1.22 "***Services***" or "***Flock Services***" means the provision, via the Web Interface, of Flock's software applications for automatic license plate detection, alerts, audio detection, searching image records, video and sharing Footage.

1.23 "***Support Services***" means Monitoring Services, as defined in Section 2.10 below.

1.24 "***Usage Fee***" means the subscription fees to be paid by the Agency for ongoing access to Services.

1.25 "***Web Interface***" means the website(s) or application(s) through which Agency and its Authorized End Users can access the Services, in accordance with the terms of this Agreement.

1.26 "***Wing Suite***" means the Flock interface which provides real-time access to the Flock Services, location of Flock Hardware, Agency Hardware, third-party cameras, live-stream video, Wing Livestream, Wing LPR, Wing Replay, alerts and other integrations.

1.27 "***Wing Livestream***" means real-time video integration with third-party cameras via the Flock interface.

1.28 "***Wing LPR***" means software integration with third-party cameras utilizing Flock's Vehicle Fingerprint Technology™ for license plate capture.

1.29 "***Wing Replay***" means enhanced situational awareness encompassing Footage retention, replay ability, and downloadable content from Hot Lists integrated from third-party cameras.

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1.4. "***Agency Hardware***" means the third-party camera owned or provided by Agency and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services.

1.5. "***Aggregated Data***" means information that relates to a group or category of individuals, from which any potential individuals' personal identifying information has been permanently "anonymized" by commercially available standards to irreversibly alter data in such a way that a data subject (i.e., individual person or impersonal entity) can no longer be identified directly or indirectly.

1.6 "***Authorized End User(s)***" means any individual employees, agents, or contractors of Agency accessing or using the Services through the Web Interface, under the rights granted to Agency pursuant to this Agreement.

1.7 "***Deployment Plan***" means the strategic geographic mapping of the location(s) and implementation of Flock Hardware, and/or other relevant Services required under this Agreement.

1.8 "***Documentation***" means text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Services which are provided by Flock to Agency in accordance with the terms of this Agreement.

1.9 "***Embedded Software***" means the software and/or firmware embedded or preinstalled on the Flock Hardware or Agency Hardware.

1.10 "***Falcon Flex***" means an infrastructure-free, location-flexible license plate reader camera that enables the Agency to self-install.

1.11 "***Flock Hardware***" means the Flock cameras or device, pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Flock Services.

1.12 "***Flock IP***" means the Services, the Documentation, the Embedded Software, the Installation Services, and any and all intellectual property therein or otherwise provided to Agency and/or its Authorized End Users in connection with the foregoing.

1.13 "***Flock Safety Falcon™***" means an infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint™ technology to capture vehicular attributes.

1.14 "***Flock Safety Raven™***" means an audio detection device that provides real-time alerting to law enforcement based on programmed audio events such as gunshots, breaking glass, and street racing.

1.15 "***Flock Safety Sparrow™***" means an infrastructure-free license plate reader camera for residential roadways that utilizes Vehicle Fingerprint™ technology to capture vehicular attributes.

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flock safety

GOVERNMENT AGENCY AGREEMENT

This Government Agency Agreement (this "**Agreement**") is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Rd NW Suite 210, Atlanta, GA 30318 ("**Flock**") and the police department or government agency identified in the signature block of the Order Form ("**Agency**") (each a "**Party**," and together, the "**Parties**").

RECITALS

WHEREAS, Flock offers a software and hardware situational awareness solution for automatic license plates, video and audio detection through Flock's technology platform (the "**Flock Service**"), and upon detection, the Flock Services are capable of capturing audio, video, image, and recording data and can provide notifications to Agency upon the instructions of Non-Agency End User (as defined below) ("**Notifications**");

WHEREAS, Agency desires access to the Flock Service on existing cameras, provided by Agency, or Flock provided Flock Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, including those from Non-Agency End Users of the Flock Service (where there is an investigative or bona fide lawful purpose) such as schools, neighborhood homeowners associations, businesses, and individual users;

WHEREAS, Flock deletes all Footage on a rolling thirty (30) day basis, excluding Wing Replay which is deleted after seven (7) days. Agency is responsible for extracting, downloading and archiving Footage from the Flock System on its own storage devices for auditing for prosecutorial/administrative purposes; and

WHEREAS, Flock desires to provide Agency the Flock Service and any access thereto, subject to the terms and conditions of this Agreement, solely for the awareness, prevention, and prosecution of crime, bona fide investigations by police departments, and archiving for evidence gathering ("**Permitted Purpose**").

AGREEMENT

NOW, THEREFORE, Flock and Agency agree that this Agreement, and any addenda attached hereto or referenced herein, constitute the complete and exclusive statement of the Agreement of the Parties with respect to the subject matter of this Agreement, and replace and supersede all prior agreements, term sheets, purchase orders, correspondence, oral or written communications and negotiations by and between the Parties.

1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 "**Advanced Search**" means the provision of Services, via the web interface using Flock's software applications, which utilize advanced evidence delivery capabilities including convoy analysis, multi-geo search, visual search, cradlepoint integration for automatic vehicle location, and common plate analysis.

1.2 "***Agency Data***" means the data, media and content provided by Agency through the Services. For the avoidance of doubt, the Agency Data will include the Footage.

1.3 ***"Agency Generated Data"*** means the messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, other information or materials posted, uploaded, displayed, published, distributed, transmitted, broadcasted, or otherwise made available on or submitted through the Wing Suite.

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I have reviewed and agree to the Customer Implementation Guide on Schedule B at the end of this agreement.

By executing this Order Form, Agency represents and warrants that it has read and agrees all of the terms and conditions contained in the Terms attached. The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.		**Agency: Columbus County**	
By:	DocuSigned by: Mark Smith AC5C931454C24F3...	By:	SHERIFF W.A. Roberts
Name:	Mark Smith	Name:	W.A. ROBERTS
Title:	General Counsel	Title:	SHERIFF
Date:	3/30/2023	Date:	3-27-2023

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Finance Officer **Date**

Approved as to form: _____
Date

APPROVED
Columbus County Board
of Commissioners
on 3-21-23
Jan Nealey, Clerk to the Board.

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Professional Services and One-Time Purchases

Name	Price/Usage Fee	QTY	Subtotal
Professional Services - Standard Implementation Fee	$350.00	6.00	$2,100.00

Hardware and Software Products

Annual recurring amounts over subscription term

Name	Price/Usage Fee	QTY	Subtotal
Falcon	$2,500.00	6.00	$15,000.00

Subtotal Year 1:	$17,100.00
Subscription Term:	24 Months
Annual Recurring Total:	$15,000.00
Estimated Sales Tax:	$2,166.75
Total Contract Amount:	$32,100.00

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FLOCK GROUP INC.
SERVICES AGREEMENT
ORDER FORM

This Order Form together with the Terms (as defined herein) describe the relationship between Flock Group Inc. ("**Flock**") and the customer identified below ("**Agency**") (each of Flock and Customer, a "**Party**"). This order form ("**Order Form**") hereby incorporates and includes the "GOVERNMENT AGENCY AGREEMENT" attached (the "**Terms**") which describe and set forth the general legal terms governing the relationship (collectively, the "**Agreement**"). The Terms contain, among other things, warranty disclaimers, liability limitations and use limitations.

The Agreement will become effective when this Order Form is executed by both Parties (the "**Effective Date**").

Agency: NC - Columbus County SO

Legal Entity Name:

Address:
805 Washington Street
Whiteville, North Carolina 28472

Expected Payment Method:

Contact Name: Jimmy Hardin

Phone: (910) 642-6551
E-Mail: jhardin@columbussheriff.com

Billing Contact:
(if different than above)

Initial Term: 24 months
Renewal Term: 24 months

Billing Term: Invoice Plan payment due Net 30 per terms and conditions
Billing Frequency: 1 year invoices broken into 3 payments. 1st invoice: All professional services/implementation costs and 50% of Annual Recurring Subtotal. 2nd Invoice: 25% of Annual Recurring Subtotal. 3rd Invoice: 25% of Annual Recurring Subtotal. Annual payment at annual subscription term date invoiced for the remainder of subscription term after initial 12 months.